



## VertCode Development | Terms of Service

This is the terms of the service agreement between the company VertCode Development, and its customers. By purchasing, commissioning, or using any of VertCode Development's products, you **agree** to have **read, acknowledged, and accepted this agreement**.

Breach of this agreement can lead to a **permanent suspension** from using VertCode Development's products, and any future access to the platform, and products.

### 1. DEFINITIONS

1.1 The following definitions apply to **this agreement**:

"Company" means, and refers to the company VertCode Development (commerce number: **82938652**), the seller, producer, and owner of the Products.

"User" refers to a **consumer, user, and customer** of the Company, and its Products.

"Products" means products that are **created, sold, and distributed** by the Company. The Product is a virtual program, or plug-in for a variety of software, and games.

"Contract" refers to this legal documentation, this agreement. This Contract is legally binding once you **purchase a Product** from the Company.

"Commission" means a User that commissions the Company to create a custom Product they have specified with the details. The Commission is the **"order"** of such a request.

"Customer" means a User that has **Commissioned** the Company to make a custom Product, and, or has **transacted funds** to the Company.

### 2. ACCEPTANCE OF USE

2.1 All Products have a **correct way** of use. The Acceptance of Use is in place to protect the Products, and User to not get ruined, or get any problems.

2.2 The User is **not allowed** to misuse a Product. The Product may have issues, that can cause further problems, the Company requests that if the User encounters such an issue, they contact the Company immediately.

2.3 The User is **not allowed** to **resell, freely distribute, or give away** the Product to other consumers that have not purchased the Product themselves.

2.4 The User is **not allowed** to use any **copyrighted material** from the Company. **All logos, Products, and content found** on the Company's platform are private property - copyright protected by the Company.

2.5 The User is **not allowed** to misuse the Company's website or platform. The following is not allowed: **(I)** Attempt to overload the site. **(II)** Accessing the website's code or design. **(III)** Attempt to break the premises by accessing or illegally obtaining personal information about **a)** the company. **b)** data, or content, and lastly **c)** clientele information

2.6 All Products must be treated with **care, and respect**. Meaning that the User has to take into account that the Products may become broken if they are used incorrectly.

2.7 The User is **not allowed** to claim credit for the Product. All credits of creation are to be directed to the Company. **Claiming credibility** for something that was created by the Company without explicit permission is **prohibited**.

### 3. RIGHT TO REFUSE

3.1 The Company can refuse to **sell, offer, or give** Products to any **User, entity, or company**. The Company has the right to deny registering a User, entity, or company on the Company's website.

3.2 The Company **can refuse** to provide support for a Product. The Company can choose to provide support if specific, circumstances, or requirements have been met. The Company will only provide support for the following: **(I)** Issue, bug, or problem with the Product. **(II)** Queries, questions, or concerns regarding the operations, or a Product. **(III)** Products not functioning correctly. **(IV)** Payment issues with either a) subscriptions, or b) invoices. **(V)** Products not received within 24 hours of the purchase.

### 4. DISCRETION

4.1 The Company **has the right to terminate** a User's purchase of a Product, or website account for any reason or no reason at all.

4.2 The Company reserves the right to **change** this Contract, at any given moment **without further, or prior notice**. It is the sole responsibility of each User to stay alerted to any changes made to the Contract.

4.3 The Company is **allowed** to make **future changes** to this Contract that applies to each User. In the circumstance of this happening, the Company will provide an **update** on **what changes** have been made to the Contract at least forty-eight (48) hours before the change is going live.

4.4 The Company is **never** required to make changes or fixes to a Product. The Company has the utmost right to **deny** any requests, or **make** any changes, or **fixes** to the Product, or service

### 5. SUPPORT AND CONDUCT

5.1 The Company may **choose** to provide support for **issues, smaller changes,** or **bugs** found with the Product. However, the Company is not required to do so.

5.2 The Company will **only choose** to provide support to a User, if the User acts, and presents themselves in a **professional, polite, and respectful** way. The Company will not help, or provide support to Users who are acting poorly, or impatient.

5.3 The User is **never allowed** to move a support query to a private conversation, or in private chats. The Company will **only provide** support to a User who has **verified** themselves (verified the purchase) and contacted the Company on their discord server.

### 6. UNDERAGE USERS

6.1 All Customers are required to be at least eighteen **(18)** years old, or older. If the User is below the age of 18, they will **need a legal guardian's permission** to purchase or use a Product.

6.2 The underage User's legal guardian **will be held responsible** for the child's actions, meaning that the legal guardian **agrees** to this Contract, once the underage User has **purchased** a Product

## 7. COMMISSIONS

7.1 Commissions are **custom orders** where Customers can request the creation of a **unique** Product to be made only for them by the Company.

7.2 The Company can **decline** any Commission request, for **any reason** or **no reason at all**. The Company has the utmost right to **quote freely** on any Commission, and it is the Customer's right to **agree**, or **disagree** with the quoted amount by the Company.

7.3 The Company will **only** conduct Commissions on the **Company platform**. Under no circumstances shall the Customer attempt to move a Commission-related conversation or the Commission itself to a private conversation or chat. Commissions will only be aside **on the premise** of the Company.

7.4 The Customer is **not allowed** to **resell** a Product created for a Commission without **asking**, and **getting permission** from the Company. If a Customer is caught reselling the Product, the Company will claim the Product as its own and is **allowed to resell** the Product on the open market.

7.5 Commissions **are not cancelable**. Once payment has been sent, and the Company **has started working** on the Commission, it will **not be canceled**. The Customer may not cancel along the way and request a refund. In the instance that the Customer doesn't want the Product anymore, they can **choose** to let the Company finish the Commission, or they can cancel it, but will **not receive their payment back**, and the Product will not be finished.

7.6 The Company has the right **to use** the Product in its **social media, portfolio**, and **profile posts** to promote the Company's work. However, each Customer **is allowed** to request otherwise, but the decision will be at the full discretion of the Company.

## 8. PAYMENTS AND CHARGEBACKS

8.1 The User will only **purchase**, and **pay** for a Product or Commission using a specific invoice created **directly by the Company** for that purchase. Under no circumstances shall the Customer attempt to transact payment directly to the Company. The Customer shall only pay through the specific invoice created for them.

8.2 The Company uses the following payment gateways to accept compensation for the Products sold. **PayPal, bank transfer**, and Ideal can be used to transact funds to the Company.

8.3 Chargebacks are **strictly forbidden** whilst dealing with the Company. In the instance of a Customer **attempting to charge back** for a Product, or Commission, the Company will suspend them from buying any further Products. The Company will **suspend**, and **remove** the User from the premises, and provide evidence to the reviewing party, including the **agreement of this legal document**. The Company highly recommends that the User contacts the management before attempting to chargeback, to see if they are eligible for a refund.

## 9. REFUNDS POLICY

9.1 The Company's refund policy is **split into two parts**. One that surrounds refunds in Commissions, and one that is focused on refunds for premade Products.

9.2 The Customer is **never** guaranteed a refund. Refunds are given at the full discretion of the Company.

9.3 In Commissions, the Customers may request a refund. The Company can **choose** to give a partial refund for a maximum of fifty (50) percent. The Customer may only **request**, and **receive** the partial refund before the Product has been delivered, or finished. After the Product in the Commission **has been finished**, the Customer **will no longer be eligible** to request a refund.

9.4 For premade Products, the Customer may request a refund within fourteen (**14**) days of the purchase. The Company can then **choose** to **accept** or **decline** the refund request. If the refund request has been accepted, the Customer's Product license (a license that provides access to the Product) **will be terminated**.

9.5 The Company may give refunds for reasons, or circumstances not outlined in this Contract. However, this will be at the full discretion of the Company. The Customer **is allowed** to request refunds for other reasons, not outlined in this documentation, which the Company can choose to **accept** or **decline**.

## 10. CONTACT

10.1 The User can contact the Company through the Company's discord server - <https://discord.gg/vertcodedev>, email address: [contact@vertcodedev.com](mailto:contact@vertcodedev.com), or by phone number: **+31 6 22858535**.